

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

DANA SAUNDERS,

Plaintiff,

v.

PETRO-CHEMICAL TRANSPORT, LLC,

Defendant.

Case No. 3:23-cv-01974

**APPENDIX TO UNOPPOSED STIPULATION AND JOINT MOTION  
TO SUBMIT ACTION TO BINDING AND FINAL ARBITRATION**

<b>Exhibit Number</b>	<b>Description</b>	<b>Date</b>	<b>Page No.</b>
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**EXHIBIT A**

21-73 - Asset Specialist  
Apr 5, 2021



Arbitration Agreement



**Mutual Agreement To Arbitrate**

I understand KAG West LLC ("The Company") values its relationship with its employees and hopes to avoid potential disputes with employees, though I also understand that disputes may arise on occasion. By entering into this Mutual Agreement to Arbitrate ("Agreement") in consideration of my at-will employment (or its continuation) and/or the mutual promise to arbitrate, the Company and I anticipate gaining the benefits of an efficient, impartial, final and binding dispute-resolution procedure.

**Claims Covered By This Agreement.** The Company and I agree to resolve exclusively through binding arbitration all claims, disputes, or controversies ("claims"), past, present or future, whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against any of the following: (1) the Company, (2) its officers, directors, employees or agents, (3) the Company's parent, subsidiary, affiliated and/or operating entities, (4) the Company's benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates and agents (except where the plans expressly preclude arbitration), or (5) all successors and assigns of any of them. Examples of claims that we both agree to submit to arbitration include claims of discrimination, harassment, retaliation, wrongful termination, unpaid wages of any kind, violations of wage and hour laws, breach of contract, defamation, and all other claims related to the employment relationship (or its termination), regardless of whether the claim is brought by me or the Company. We also agree to arbitrate any claims regarding the formation, enforceability, or validity of this Agreement.

**Class And Collective Action Waiver.** We agree that neither of us will assert or participate in any collective or class actions as to claims covered by this Agreement and we agree to waive our right to bring or participate in any such collective or class action. This class and collective action waiver does not apply to claims under California's Private Attorneys General Act or any similar state law, and, to the extent such claims are brought, we agree to stay those claims in court pending the resolution of any arbitrable claims to the maximum extent allowed by law.

**Claims Not Covered By This Agreement.** This Agreement does not (1) prohibit the filing or pursuit of relief through a court action by me or the Company for any provisional remedy, including a temporary restraining order or preliminary injunction when available by law, (2) cover claims which, under Applicable Law, are not subject to or are excluded from arbitration, or (3) restrict my right to file administrative claims with any government agency (where the parties may not restrict an employee's ability to file such claims), understanding that the Company and I still agree to resolve the underlying claims in arbitration to the fullest extent permitted by law.

**Arbitration Procedure.** The arbitration will be administered by JAMS in accordance with the JAMS Employment Arbitration Rules & Procedures (and no other rules), which are currently available at <http://www.jamsadr.com/rules-employment-arbitration>. I understand that the Company will supply me with a printed copy of those rules upon my request. The Arbitrator shall be a retired judge (the "Arbitrator"), selected under the JAMS Rules. If JAMS does not have an office in the county in which I was last employed (and is unwilling to conduct an arbitration in that county), then the arbitration will be administered by the American Arbitration Association by a retired judge using the JAMS Employment Arbitration Rules & Procedures. The Arbitrator's decision shall be final and binding upon the parties and subject to review only as provided by Applicable Law (defined below).

**Applicable Law.** The Federal Arbitration Act shall govern the interpretation and enforcement of this Agreement. If the Federal Arbitration Act is inapplicable for any reason (as determined by the Arbitrator to the maximum extent allowed by law), then the arbitration law of the State in which I work or last worked for the Company shall apply. For claims subject to arbitration, the Arbitrator will apply the substantive law of the State in which I work or worked, or federal law, or both, as applicable.

**Arbitration Location.** The arbitration shall take place in the county (or comparable governmental unit) in which I am or was last employed by the Company or in such other location as may be agreed to by the parties.

**Arbitration Costs.** I understand that if I initiate a claim, I will be required to pay an initial JAMS Case Management Fee pursuant to the JAMS Employment Arbitration Rules & Procedures, and that the balance of administrative fees and costs unique to arbitration shall be allocated as provided in the JAMS Rules and under Applicable Law.

**Entire Agreement, Modification, And Severability.** This is the complete Agreement between the parties on the subject of arbitration. No party is relying on any representations except as specifically set forth in this Agreement. Any modification or amendment of this Agreement must be in writing and signed by you and an authorized Company representative. If any provision of this Agreement is held to be void or unenforceable, that shall not affect the validity of the remainder of the Agreement, and all other provisions shall remain in full force and effect.

**Voluntary Agreement.** I acknowledge that I have carefully read this Agreement, that I understand its terms, and that I have entered into the Agreement voluntarily and not in reliance on any promises or representations other than those contained in this Agreement itself.

I understand that by signing this Agreement I am giving up my right to a jury trial for claims covered by this Agreement.

I further acknowledge that I have been given the opportunity to discuss this Agreement with my own private legal counsel at my expense and have availed myself of that opportunity to the extent I wish to do so. This Agreement shall become binding on the Company once it is signed by me, and supersedes and replaces any prior agreement between the parties regarding arbitration.

If you have questions on the Mutual Arbitration Agreement please contact Human Resources.

Your Signature below confirms your receipt and understanding of this policy and agreement to comply with their terms.

Date .....

04/05/2021

Print Name of Employee .....

Dana Saunders

Signature .....